



A Liberty Mutual Company

EMERALD CITY VIRTUAL PRODUCER
PO BOX 515097
LOS ANGELES CA 90051-5097

July 3, 2017

Policy Number: X5211257

24-Hour Claims: 1-800-578-6701

Policy Service: 1-800-578-6701

Online Account Services: www.safeco.com

**THIS IS NOT A BILL.
IDENTIFICATION CARDS ENCLOSED**

GREG CRUTCHER
13228 CANDELARIA RD NE
ALBUQUERQUE NM 87112-2172

Thank you for allowing us to continue serving your insurance needs.

To ensure you are receiving the best coverage and value available, the following changes have been made to your 12-month automobile policy, including those requested by you or your agent or broker.

2017 VOLKSWAGEN GOLF SPORTWAGEN

- The Vehicle identification number is changed.
- The Comprehensive deductible is changed from \$500 to \$500 with glass.
- New Vehicle Replacement coverage is added. Please see the enclosed coverage form for more information.
- Original Parts Replacement Endorsement coverage is added. Please see the enclosed coverage form for more information.
- Roadside Assistance coverage is deleted.
- Driving Use: pleasure use including 3 miles to work

Your discounts or surcharges have changed. Please read the enclosed policy declarations page carefully.

This change is effective June 30, 2017. Please place this letter with your insurance policy. Information on coverages and limits can be found on the revised Declarations page, enclosed.

The additional premium for this change is \$186.41. The billing for this amount will be explained on your next billing statement. A \$336.41 payment for the outstanding bill on your account will be deducted on July 17, 2017.

If you have any questions or wish to make any changes to your policy, you can do so by calling us at 1-800-578-6701.

PLEASE SEE REVERSE.
SAFECO INSURANCE COMPANY OF AMERICA

We appreciate the opportunity to serve you. Thank you.

Personal Lines Underwriting



POLICY NUMBER: X5211257

SAFECO INSURANCE COMPANY OF AMERICA **AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:
GREG CRUTCHER
 13228 CANDELARIA RD NE
 ALBUQUERQUE NM 87112-2172

POLICY CHANGE

CHANGED EFFECTIVE: JUNE 30 2017
POLICY PERIOD FROM: SEPT 17 2016
TO: SEPT 17 2017

at 12:01 A.M. standard time at
 the address of the insured as
 stated herein.

AGENT:
 EMERALD CITY VIRTUAL PRODUCER
 PO BOX 515097
 LOS ANGELES CA 90051-5097

AGENT TELEPHONE:
 1-800-578-6701

RATED DRIVERS GREG CRUTCHER

2017 VOLKSWAGEN GOLF SPORTWAGEN 4 DOOR STATION WAGON ID# 3VNC17AU2HM506195
LOSS PAYEE BCI

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2017 VOLK LIMITS	PREMIUMS
LIABILITY:		
BODILY INJURY	\$25,000 Each Person	\$ 454.80
	\$50,000 Each Occurrence	
PROPERTY DAMAGE	\$25,000 Each Occurrence	448.30
UNINSURED AND UNDERINSURED MOTORISTS:		
PROPERTY DAMAGE	\$10,000 Each Accident Deductible Waived	90.00
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible Full Safety Glass	680.30
COLLISION	Actual Cash Value Less \$500 Deductible Diminishing Ded \$0	1,119.30
ADDITIONAL COVERAGES:		
SAFECO OPTIMUM PACKAGE		223.80
NEW VEHICLE REPLACEMENT		56.00
LOSS OF USE	\$25 Per Day/\$750 Max	37.60
ORIGINAL PARTS REPLACEMENT ENDORSEMENT		180.00
UNINSURED AND UNDERINSURED BODILY INJURY(STACKED LIMITS)		\$ 323.60
TOTAL		\$ 3,613.70
PREMIUM SUMMARY		PREMIUM
VEHICLE COVERAGES		\$ 3,290.10
DISCOUNTS & SAFECO SAFETY REWARDS	You saved \$651.70	Included
POLICY COVERAGES		\$ 323.60
TOTAL 12 MONTH PREMIUM		\$ 3,613.70

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051



POLICY NUMBER: X5211257

**SAFECO INSURANCE COMPANY OF AMERICA
AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

\$2.00 per installment for recurring automatic deduction (EFT)
\$5.00 per installment for recurring credit card or debit card
\$5.00 per installment for all other payment methods

YOU SAVED \$651.70 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

Account
Anti-Theft
Accident Free
Violation Free
Coverage
Homeowners
Preferred Payment Method

YOUR POLICY INCLUDES UNINSURED AND UNDERINSURED MOTORISTS BODILY INJURY COVERAGE(STACKED LIMITS) WITH LIMITS OF \$25,000 PER PERSON/\$50,000 PER ACCIDENT AND PER VEHICLE. WE CHARGE ONE PREMIUM FOR THIS COVERAGE REGARDLESS OF THE NUMBER OF VEHICLES ON YOUR POLICY. YOUR PREMIUM IS \$323.60.

1870X

Policy Number: X5211257

SUPPLEMENTAL DECLARATIONS

UM/UIM Coverage

New Mexico law permits you to make certain decisions regarding Uninsured/Underinsured Motorists Coverage. This document describes this coverage, the options available, and the coverage you previously selected.

Uninsured/Underinsured Motorists Coverage provides insurance protection to an insured for damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or an underinsured motor vehicle because of bodily injury or property damage, caused by an auto accident. Uninsured/Underinsured Motorists Coverage also covers bodily injury or property damage that results from an auto accident with a hit-and-run vehicle whose owner or operator cannot be identified.

We are required to provide Uninsured/Underinsured Coverage at the same limits as your selected Bodily Injury and Property Damage Liability limits unless:

- (1) You select lower limits, but no lower than \$25,000 per person and \$50,000 per accident for bodily injury and \$10,000 per accident for property damage or \$60,000 if you choose Combined Single Limit; or
- (2) You reject Uninsured/Underinsured Motorists Coverage entirely.

Selecting Uninsured/Underinsured Motorists Coverage limits lower than your liability limits constitutes a rejection of the full amount of coverage to which you are statutorily entitled.

In addition, your policy will include Uninsured/Underinsured Motorists Coverage — Stacked unless you either rejected Uninsured/Underinsured Motorists Coverage entirely or selected Uninsured/Underinsured Motorists Coverage — Non-Stacked. Stacking means that you would multiply your Uninsured/Underinsured Motorists Coverage limit times the number of vehicles insured under the policy.

The choice(s) you have made for Uninsured/Underinsured Motorist Coverage, including any rejection of the coverage are as follows:

UNINSURED/UNDERINSURED MOTORISTS COVERAGE LIMITS

Liability limits for Bodily Injury and Property Damage are:	\$	25,000/	50,000/	25,000
Uninsured/Underinsured Motorists limits for Bodily Injury and Property Damage are:	\$	25,000/\$	50,000/\$	10,000 stacked

The coverage selections and limit choices indicated above will apply to all future policy renewals, continuations, and changes unless you notify us otherwise in writing.

Uninsured/Underinsured Motorists Coverage is available at the following limits and premiums. If you would like to change your current coverage, please contact the independent Safeco agent or broker listed on the Declarations.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE**UNINSURED/UNDERINSURED
BODILY INJURY
Per Person/Per Accident Limits**

STACKED (Per Vehicle Limit)		NON-STACKED (Per Policy Limit)	
LIMITS	PREMIUMS	LIMITS	PREMIUMS
\$ 25,000/\$ 50,000	\$323.60	\$ 25,000/\$ 50,000	\$230.70
\$ 50,000/\$100,000	\$436.00	\$ 50,000/\$100,000	\$307.90
\$100,000/\$100,000	\$556.20	\$100,000/\$100,000	\$405.00
\$100,000/\$300,000	\$571.40	\$100,000/\$300,000	\$425.50
\$250,000/\$500,000	\$740.00	\$300,000/\$300,000	\$627.40
\$300,000/\$300,000	\$761.70	\$250,000/\$500,000	\$605.00
\$500,000/\$500,000	\$823.80	\$500,000/\$500,000	\$698.80
REJECTED	\$ 0.00	REJECTED	\$ 0.00

**UNINSURED/UNDERINSURED
PROPERTY DAMAGE — STACKED
Per Accident Limit**

LIMITS	PREMIUMS
\$ 10,000	\$90.00
\$ 25,000	\$93.10
\$ 50,000	\$95.20
\$100,000	\$97.60
REJECTED	\$ 0.00

OR**Combined Single Limit
(Includes Bodily Injury and Property Damage)**

STACKED (Per Vehicle Limit)		NON-STACKED (Per Policy Limit)	
LIMITS	PREMIUMS	LIMITS	PREMIUMS
\$100,000	\$653.80	\$100,000	\$502.60
\$300,000	\$863.40	\$300,000	\$729.10
\$500,000	\$927.20	\$500,000	\$802.20

1971X

NEW VEHICLE REPLACEMENT

For an additional premium, it is agreed that the policy is amended as follows:

PART D—COVERAGE FOR DAMAGE TO YOUR AUTO

Limit of Liability

The following provision is added:

In the event of a total loss to your **new vehicle** to which this coverage applies, as shown in the Declarations, we will pay at your option:

1. The verifiable **new vehicle** purchase price of your damaged vehicle, not including any insurance or warranties purchased;
2. The purchase price, as negotiated by us, of a **new vehicle** of the same or similar make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership;

3. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage is provided without deduction for depreciation.

Conditions

"**New vehicle**" means any vehicle that you are the original owner and the vehicle has not been previously titled.

Coverage under this endorsement shall be applicable for no more than 365 days from the date of purchase of the vehicle to which it applies, plus the remainder of the policy term in which the 365th day from purchase ends.

All other provisions of this policy apply.

SA-2692/EP 1/08



ORIGINAL PARTS REPLACEMENT ENDORSEMENT

It is agreed that the policy is amended as follows only when the Declarations indicates that this endorsement applies to that vehicle.

PART D — COVERAGE FOR DAMAGE TO YOUR AUTO

The **Limit of Liability** provision is replaced by the following:

LIMIT OF LIABILITY

A. Our limit of liability for loss will be the lesser of:

1. The actual cash value of **your covered auto** or **non-owned auto** sustaining the loss; or
2. The amount necessary to repair or replace the property, meaning one of the following:
 - a. the cost of repair or replacement agreed upon by you and us;
 - b. a competitive bid approved by us; or
 - c. a written estimate based upon the prevailing competitive price. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us.

We agree the written estimate will include the cost of new original vehicle manufacturer parts as replacement parts. This does not apply to the repair or replacement of vehicle safety glass. If a new original vehicle manufacturer part is not in production or distribution, the estimate may include a new non-original vehicle manufacturer part or a reconditioned original vehicle manufactured part.

B. An adjustment for depreciation and physical condition may be made based upon the physical condition and wear and tear of the property or damaged part of the property at the time of the loss. This adjustment for physical condition includes but is not limited to, broken, cracked or missing parts, rust, dents, scrapes, gouges and paint condition. When replacing parts normally subject to repair or replacement during the useful life of the vehicle, we will not pay for the amount of any betterment.

Additional Conditions

- A. The coverage provided under this endorsement does not apply to any electronic equipment designed for the production or reproduction of sound, pictures, audio, visual or data or that receives or transmits sound, pictures or data signals.
- B. Eligibility for this coverage will continue until the effective date of the first policy renewal after the vehicle to which it applies has reached the eleventh year of the vehicle. The year of the vehicle is determined by subtracting the vehicle model year from the current year.

All other provisions of the policy apply.



EMERALD CITY VIRTUAL PRODUCER
PO BOX 515097
LOS ANGELES CA 90051-5097

June 30, 2017

Policy Number: X5211257

24-Hour Claims: 1-800-578-6701

Policy Service: 1-800-578-6701

Online Account Services: www.safeco.com

**THIS IS NOT A BILL.
IDENTIFICATION CARDS ENCLOSED**

GREG CRUTCHER
13228 CANDELARIA RD NE
ALBUQUERQUE NM 87112-2172

Thank you for allowing us to continue serving your insurance needs.

To ensure you are receiving the best coverage and value available, the following changes have been made to your 12-month automobile policy, including those requested by you or your agent or broker.

2017 VOLKSWAGEN GOLF SPORTWAGEN

- Vehicle replaces your 2013 CHEVROLET SONIC LT.
- This Loss Payee is added:
BCI
PO BOX 5215
CAROLSTREAM IL 60917

Your discounts or surcharges have changed. Please read the enclosed policy declarations page carefully.

This change is effective June 30, 2017. Please place this letter with your insurance policy. Information on coverages and limits can be found on the revised Declarations page, enclosed.

The additional premium for this change is \$88.00. The billing for this amount will be explained on your next billing statement. A \$199.20 payment for the outstanding bill on your account will be deducted on July 17, 2017.

Since you've purchased a new car, consider adding Safeco's new vehicle replacement coverage to your policy. It pays the full purchase price for your brand new vehicle during the first year of ownership in the event of a total loss.

If you have any questions or wish to make any changes to your policy, you can do so by calling us at 1-800-578-6701.

PLEASE SEE REVERSE
SAFECO INSURANCE COMPANY OF AMERICA



We appreciate the opportunity to serve you. Thank you.

Personal Lines Underwriting

1974X



POLICY NUMBER: X5211257

SAFECO INSURANCE COMPANY OF AMERICA **AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:
 GREG CRUTCHER
 13228 CANDELARIA RD NE
 ALBUQUERQUE NM 87112-2172

POLICY CHANGE

CHANGED EFFECTIVE: JUNE 30 2017
POLICY PERIOD FROM: SEPT 17 2016
TO: SEPT 17 2017

at 12:01 A.M. standard time at
 the address of the insured as
 stated herein.

AGENT:
 EMERALD CITY VIRTUAL PRODUCER
 PO BOX 515097
 LOS ANGELES CA 90051-5097

AGENT TELEPHONE:
 1-800-578-6701

RATED DRIVERS GREG CRUTCHER

2017 VOLKSWAGEN GOLF SPORTWAGEN 4 DOOR STATION WAGON ID# 3BWC17AU2HM506195
LOSS PAYEE BCI

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2017 VOLK LIMITS	PREMIUMS
LIABILITY:		
BODILY INJURY	\$25,000 Each Person	\$ 386.20
	\$50,000 Each Occurrence	
PROPERTY DAMAGE	\$25,000 Each Occurrence	375.70
UNINSURED AND UNDERINSURED MOTORISTS:		
PROPERTY DAMAGE	\$10,000 Each Accident Deductible Waived	75.20
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible	449.30
COLLISION	Actual Cash Value Less \$500 Deductible Diminishing Ded \$0	930.50
ADDITIONAL COVERAGES:		
SAFECO OPTIMUM PACKAGE		186.20
LOSS OF USE	\$25 Per Day/\$750 Max	31.00
ROADSIDE ASSISTANCE PACKAGE		8.80
UNINSURED AND UNDERINSURED BODILY INJURY(STACKED LIMITS)		\$ 323.60
TOTAL		\$ 2,766.50
PREMIUM SUMMARY		PREMIUM
VEHICLE COVERAGES		\$ 2,442.90
DISCOUNTS & SAFECO SAFETY REWARDS	You saved \$698.50	Included
POLICY COVERAGES		\$ 323.60
TOTAL 12 MONTH PREMIUM		\$ 2,766.50

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051





POLICY NUMBER: X5211257

**SAFECO INSURANCE COMPANY OF AMERICA
AUTOMOBILE POLICY DECLARATIONS
(CONTINUED)**

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$2.00 per installment for recurring automatic deduction (EFT)
- \$5.00 per installment for recurring credit card or debit card
- \$5.00 per installment for all other payment methods

YOU SAVED \$698.50 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

- Account
- Anti-Theft
- Low Mileage
- Accident Free
- Violation Free
- Coverage
- Homeowners
- Preferred Payment Method

YOUR POLICY INCLUDES UNINSURED AND UNDERINSURED MOTORISTS BODILY INJURY COVERAGE(STACKED LIMITS) WITH LIMITS OF \$25,000 PER PERSON/\$50,000 PER ACCIDENT AND PER VEHICLE. WE CHARGE ONE PREMIUM FOR THIS COVERAGE REGARDLESS OF THE NUMBER OF VEHICLES ON YOUR POLICY. YOUR PREMIUM IS \$323.60.

1875X

Policy Number: X5211257

SUPPLEMENTAL DECLARATIONS

UM/UIM Coverage

New Mexico law permits you to make certain decisions regarding Uninsured/Underinsured Motorists Coverage. This document describes this coverage, the options available, and the coverage you previously selected.

Uninsured/Underinsured Motorists Coverage provides insurance protection to an insured for damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or an underinsured motor vehicle because of bodily injury or property damage, caused by an auto accident. Uninsured/Underinsured Motorists Coverage also covers bodily injury or property damage that results from an auto accident with a hit-and-run vehicle whose owner or operator cannot be identified.

We are required to provide Uninsured/Underinsured Coverage at the same limits as your selected Bodily Injury and Property Damage Liability limits unless:

- (1) You select lower limits, but no lower than \$25,000 per person and \$50,000 per accident for bodily injury and \$10,000 per accident for property damage or \$60,000 if you choose Combined Single Limit; or
- (2) You reject Uninsured/Underinsured Motorists Coverage entirely.

Selecting Uninsured/Underinsured Motorists Coverage limits lower than your liability limits constitutes a rejection of the full amount of coverage to which you are statutorily entitled.

In addition, your policy will include Uninsured/Underinsured Motorists Coverage — Stacked unless you either rejected Uninsured/ Underinsured Motorists Coverage entirely or selected Uninsured/Underinsured Motorists Coverage — Non-Stacked. Stacking means that you would multiply your Uninsured/Underinsured Motorists Coverage limit times the number of vehicles insured under the policy.

The choice(s) you have made for Uninsured/Underinsured Motorist Coverage, including any rejection of the coverage are as follows:

UNINSURED/UNDERINSURED MOTORISTS COVERAGE LIMITS

Liability limits for Bodily Injury and Property Damage are:	\$	25,000/	50,000/	25,000
Uninsured/Underinsured Motorists limits for Bodily Injury and Property Damage are:	\$	25,000/\$	50,000/\$	10,000 stacked

The coverage selections and limit choices indicated above will apply to all future policy renewals, continuations, and changes unless you notify us otherwise in writing.

Uninsured/Underinsured Motorists Coverage is available at the following limits and premiums. If you would like to change your current coverage, please contact the independent Safeco agent or broker listed on the Declarations.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE**UNINSURED/UNDERINSURED
BODILY INJURY
Per Person/Per Accident Limits**

STACKED (Per Vehicle Limit)		NON-STACKED (Per Policy Limit)	
LIMITS	PREMIUMS	LIMITS	PREMIUMS
\$ 25,000/\$ 50,000	\$323.60	\$ 25,000/\$ 50,000	\$230.70
\$ 50,000/\$100,000	\$436.00	\$ 50,000/\$100,000	\$307.90
\$100,000/\$100,000	\$556.20	\$100,000/\$100,000	\$405.00
\$100,000/\$300,000	\$571.40	\$100,000/\$300,000	\$425.50
\$250,000/\$500,000	\$740.00	\$300,000/\$300,000	\$627.40
\$300,000/\$300,000	\$761.70	\$250,000/\$500,000	\$605.00
\$500,000/\$500,000	\$823.80	\$500,000/\$500,000	\$698.80
REJECTED	\$ 0.00	REJECTED	\$ 0.00

**UNINSURED/UNDERINSURED
PROPERTY DAMAGE — STACKED
Per Accident Limit**

LIMITS	PREMIUMS
\$ 10,000	\$75.20
\$ 25,000	\$77.60
\$ 50,000	\$79.50
\$100,000	\$81.40
REJECTED	\$ 0.00

OR**Combined Single Limit
(Includes Bodily Injury and Property Damage)**

STACKED (Per Vehicle Limit)		NON-STACKED (Per Policy Limit)	
LIMITS	PREMIUMS	LIMITS	PREMIUMS
\$100,000	\$637.60	\$100,000	\$486.40
\$300,000	\$846.20	\$300,000	\$711.90
\$500,000	\$910.00	\$500,000	\$785.00

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A Liberty Mutual Company



EMERALD CITY VIRTUAL PRODUCER
PO BOX 515097
LOS ANGELES CA 90051-5097

August 8, 2016

Policy Number: X5211257

24-Hour Claims: 1-800-578-6701

Policy Service: 1-800-578-6701

Online Account Services: www.safeco.com

**THIS IS NOT A BILL.
IDENTIFICATION CARDS ENCLOSED**

GREG CRUTCHER
13228 CANDELARIA RD NE
ALBUQUERQUE NM 87112-2172

Thank you for allowing Safeco to continue serving your auto insurance needs. We appreciate your business and the trust that you have placed in us.

With this renewal the following changes were made, including those requested by you or your agent or broker:

Your discounts or surcharges have changed. Please read the enclosed policy declarations page carefully.

Please place the enclosed insurance identification cards in the vehicle listed on the card.

Your new 12-month policy period will begin on September 17, 2016. Your policy will renew automatically if you continue to pay the premium. The renewal premium is:

\$2,231.10 if you pay in full or use the 2-pay billing plan (includes a \$135.30 billing plan discount)

\$2,366.40 if you use the monthly or 4-pay billing plan

This is not a bill. Your bill will be sent separately about 25 days before it is due. It will provide more information about amounts you may pay and your payment due date. For more information about fees, please see the enclosed policy declarations page and the back of your billing statement.

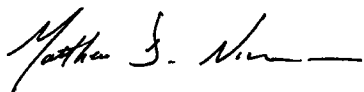
A \$198.68 payment for your recent bill will be deducted on August 17, 2016.

If you have any questions or wish to make any changes to your policy, you can do so by calling us at 1-800-578-6701.

PLEASE SEE REVERSE
SAFECO INSURANCE COMPANY OF AMERICA



Thank you for entrusting us with your insurance needs.

A handwritten signature in black ink, appearing to read "Matthew D. Nickerson", followed by a horizontal line.

Matthew D. Nickerson
President, Safeco Insurance

Information about your Policy

Policy Number: X5211257

GREG CRUTCHER
13228 CANDELARIA RD NE
ALBUQUERQUE NM 87112-2172

Like many insurance companies, Safeco Insurance considers many factors, including information based on your credit history, claims and auto characteristics to determine your premium. You have the option to request that we re-evaluate your auto insurance rate with up-to-date factors using the same factors prior to your next renewal effective date. Policy re-evaluation is limited to one request per calendar year and it may result in a quoted premium either higher or lower than your current premium. Any changes will be applied upon re-evaluation.

To submit a request, return this form to:

Safeco Insurance
Attn: UW Verification & Policy Support
P.O. Box 515097
Los Angeles, CA 90051-5097

or

Fax it to (877) 344-5107.

By returning this form, you request Safeco Insurance to re-evaluate your policy based on your current credit information.

1880



**NEW MEXICO
NOTICE TO CONSUMERS**

In accordance with New Mexico law, this notice provides information regarding a change in premium to your insurance policy.

It is your right to request a detailed written explanation from your insurance provider of the reasons why your policy premium has changed or is about to change.

Please feel free to contact us or your insurance agent or broker for further information.

CN-7239/NMEP 7/07

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Consumer Privacy Statement

Safeco appreciates the trust you place in us when you purchase insurance from one of our companies. We are committed to protecting your nonpublic personal information ("personal information") and we value you as a customer.

To learn more about how Safeco collects and uses your personal information, please read the following notice.

Safeco's sources of information about you

We collect personal information about you from different sources, including:

- The information you provide on applications or other forms (such as your name, address and Social Security number);
- Your transactions with us, our affiliates or others (such as your payment history and claims information);
- The information we receive from a consumer reporting agency or insurance support organization (such as your credit history, driving record or claims history); and
- Your independent insurance producer (such as updated information pertaining to your account).

Safeco's use of your personal information

We only disclose personal information about our customers and former customers as permitted by law. Generally, this includes sharing it with third parties to administer your transactions with us, service your insurance policy or claim, detect and prevent fraud, or with your authorization. These third parties may include independent insurance producers authorized to sell Safeco insurance products, independent contractors (such as automobile repair facilities and property inspectors), independent claims representatives, insurance support organizations, other insurers, auditors, attorneys, courts and government agencies. We may also disclose your personal information to other financial institutions with whom we have joint marketing agreements. When we disclose your information to these individuals or organizations, we require them to use it only for the reasons we gave it to them.

We may also share information about our transactions (such as payment history and products purchased) and experiences with you (such as claims made) within our Safeco family of companies.

Safeco does not sell your personal information to others and we do not provide your information to third parties for their own marketing purposes.

Independent Safeco Insurance Agents

The independent insurance agents authorized to sell Safeco products are not Safeco employees and not subject to Safeco's Privacy Policy. Because they have a unique business relationship with you, they may have additional personal information about you that Safeco does not have. They may use this information differently than Safeco. Contact your Safeco distributor to learn more about their privacy practices.

Information about Safeco's web site

If you have internet access and want more information about our web site specific privacy and security practices, click on the Privacy Policy link on www.safeco.com.

Protecting your personal information from unauthorized access

We maintain physical, electronic and procedural safeguards to protect your personal information. Our employees are authorized to access customer information only for legitimate business purposes.

State Privacy Laws

This privacy statement may be supplemented by privacy laws in your state. We will protect your information in accordance with state law.

This Privacy Statement applies to the following members of the Safeco family of companies:

**American Economy Insurance Company
American States Insurance Company
American States Insurance Company of Texas
American States Lloyds Insurance Company
American States Preferred Insurance Company
First National Insurance Company of America
General Insurance Company of America
Insurance Company of Illinois
Liberty County Mutual Insurance Company
Safeco Insurance Company of America
Safeco Insurance Company of Illinois
Safeco Insurance Company of Indiana
Safeco Insurance Company of Oregon
Safeco Lloyds Insurance Company
Safeco National Insurance Company
Safeco Surplus Lines Insurance Company**

1882X



A Liberty Mutual Company

POLICY NUMBER: X5211257

SAFECO INSURANCE COMPANY OF AMERICA **AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:

GREG CRUTCHER
 13228 CANDELARIA RD NE
 ALBUQUERQUE NM 87112-2172

RENEWAL

POLICY PERIOD FROM: SEPT 17 2016
TO: SEPT 17 2017

at 12:01 A.M. standard time at
 the address of the insured as
 stated herein.

AGENT:

EMERALD CITY VIRTUAL PRODUCER
 PO BOX 515097
 LOS ANGELES CA 90051-5097

AGENT TELEPHONE:
 1-800-578-6701

RATED DRIVERS GREG CRUTCHER

2013 CHEVROLET SONIC LT 4 DOOR ID# 1G1JD6SB8D4109131

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2013 CHEV LIMITS	PREMIUMS
LIABILITY:		
BODILY INJURY	\$25,000 Each Person	\$ 389.80
	\$50,000 Each Occurrence	
PROPERTY DAMAGE	\$25,000 Each Occurrence	329.30
UNINSURED AND UNDERINSURED MOTORISTS:		
PROPERTY DAMAGE	\$10,000 Each Accident Deductible Waived	85.50
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible	388.30
COLLISION	Actual Cash Value Less \$500 Deductible Diminishing Ded \$0	669.80
ADDITIONAL COVERAGES:		
SAFECO OPTIMUM PACKAGE		134.10
LOSS OF USE	\$25 Per Day/\$750 Max	30.50
ROADSIDE ASSISTANCE PACKAGE		15.50
UNINSURED/UNDERINSURED MOTORISTS		\$ 323.60
TOTAL		\$ 2,366.40

PREMIUM SUMMARY

VEHICLE COVERAGES
 DISCOUNTS & SAFECO SAFETY REWARDS
 POLICY COVERAGES

You saved \$434.90

PREMIUM
 \$ 2,042.80
 Included
 \$ 323.60

TOTAL 12 MONTH PREMIUM \$ 2,366.40

IF YOU PAY IN FULL OR USE THE 2-PAY PLAN THE PREMIUM WILL BE REDUCED TO \$ 2,231.10*
 *This includes the available \$135.30 billing plan discount.

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051





POLICY NUMBER: X5211257

**SAFECO INSURANCE COMPANY OF AMERICA
AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$2.00 per installment for recurring automatic deduction (EFT)
- \$5.00 per installment for recurring credit card or debit card
- \$5.00 per installment for all other payment methods

YOU SAVED \$434.90 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

- Account
- Anti-Theft
- Accident Free
- Violation Free
- Coverage
- Homeowners
- Preferred Payment Method

YOUR POLICY INCLUDES UNINSURED/UNDERINSURED MOTORISTS BODILY INJURY COVERAGE WITH LIMITS OF \$25,000 PER PERSON/\$50,000 PER ACCIDENT. WE CHARGE ONE PREMIUM FOR THIS COVERAGE REGARDLESS OF THE NUMBER OF VEHICLES ON YOUR POLICY. YOUR PREMIUM IS \$323.60.

1884X

Policy Number: X5211257

SUPPLEMENTAL DECLARATIONS

UM/UIM Coverage

New Mexico law permits you to make certain decisions regarding Uninsured/Underinsured Motorists Coverage. This document describes this coverage, the options available, and the coverage you previously selected.

Uninsured/Underinsured Motorists Coverage provides insurance protection to an insured for damages which an insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle or an underinsured motor vehicle because of bodily injury or property damage, caused by an auto accident. Uninsured/Underinsured Motorists Coverage also covers bodily injury or property damage that results from an auto accident with a hit-and-run vehicle whose owner or operator cannot be identified.

We are required to provide Uninsured/Underinsured Coverage at the same limits as your selected Bodily Injury and Property Damage Liability limits unless:

- (1) You select lower limits, but no lower than \$25,000 per person and \$50,000 per accident for bodily injury and \$10,000 per accident for property damage or \$60,000 if you choose Combined Single Limit; or
- (2) You reject Uninsured/Underinsured Motorists Coverage entirely.

Selecting Uninsured/Underinsured Motorists Coverage limits lower than your liability limits constitutes a rejection of the full amount of coverage to which you are statutorily entitled.

The choice(s) you have made for Uninsured/Underinsured Motorist Coverage, including any rejection of the coverage are below:

UNINSURED/UNDERINSURED MOTORISTS COVERAGE LIMITS

Liability limits for Bodily Injury and Property Damage are: \$ 25,000/ 50,000/ 25,000

Uninsured/Underinsured Motorists limits for Bodily Injury and Property Damage are: \$ 25,000/\$ 50,000/\$ 10,000 stacked

The coverage selections and limit choices indicated above will apply to all future policy renewals, continuations, and changes unless you notify us otherwise in writing.

Uninsured/Underinsured Motorists Coverage is available at the following limits and premiums. If you would like to change your current coverage, please contact the agent or broker listed on the Declarations.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE

UNINSURED/UNDERINSURED BODILY INJURY

Per Person/Per Accident Limits

STACKED

LIMITS	PREMIUMS
\$ 25,000/\$ 50,000	\$135.90
\$ 50,000/\$100,000	\$183.10
\$100,000/\$100,000	\$233.60
\$100,000/\$300,000	\$240.00
\$250,000/\$500,000	\$310.80
\$300,000/\$300,000	\$319.90
\$500,000/\$500,000	\$346.00
REJECTED	\$ 0.00

NON-STACKED

LIMITS	PREMIUMS
\$ 25,000/\$ 50,000	\$96.90
\$ 50,000/\$100,000	\$129.30
\$100,000/\$100,000	\$170.10
\$100,000/\$300,000	\$178.70
\$300,000/\$300,000	\$263.50
\$250,000/\$500,000	\$254.10
\$500,000/\$500,000	\$293.50
REJECTED	\$ 0.00



**UNINSURED/UNDERINSURED
PROPERTY DAMAGE
Per Accident Limit**

LIMITS	PREMIUMS
\$ 10,000	\$36.50
\$ 25,000	\$37.70
\$ 50,000	\$38.60
\$100,000	\$39.50
REJECTED	\$ 0.00

OR

**Combined Single Limit
(Includes Bodily Injury and Property Damage)**

STACKED

NON-STACKED

LIMITS	PREMIUMS	LIMITS	PREMIUMS
\$100,000	\$273.10	\$100,000	\$209.60
\$300,000	\$361.00	\$300,000	\$304.60
\$500,000	\$387.90	\$500,000	\$335.40

1895X



NEW MEXICO PERSONAL AUTO POLICY

SAFECO INSURANCE COMPANY OF AMERICA
Home Office: Safeco Plaza, Seattle, Washington 98185-0001

(A stock insurance company.)

READY REFERENCE TO YOUR AUTO POLICY

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Uninsured/Underinsured Motorists Coverage-Stacked
Roadside Assistance Coverage
Loss of Use Coverage
Safeco Optimum Package

AGREEMENT

In return for your payment of all premiums, and in reliance upon the statements in the application we agree to insure you subject to the terms, conditions and limitations of this policy. We will insure you for the coverages and limits shown on the Declarations. Your policy consists of the policy contract, Declarations and endorsements applicable to the policy.

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations;
2. The spouse if a resident of the same household;
3. The civil partner, if a resident of the same household, by civil union licensed and certified by the state; or
4. The **domestic partner**, if a resident of the same household;

"**Domestic partner**" means a person living as a continuing partner with you and:

- (a) is at least 18 years of age and competent to contract;
- (b) is not a relative; and
- (c) shares with you the responsibility for each other's welfare, evidence of which includes:
 - (1) the sharing in domestic responsibilities for the maintenance of the household; or
 - (2) having joint financial obligations, resources, or assets; or
 - (3) one with whom you have made a declaration of domestic partnership or similar declaration with an employer or government entity.

Domestic partner does not include more than one person, a roommate whether sharing expenses equally or not, or one who pays rent to the named insured.

B. "We," "us" and "our" refer to the Company, as shown in Declarations providing this insurance.

C. For purposes of this policy, a private passenger auto shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least six months.

D. Throughout the policy, "**minimum limits**" refers to the following limits of liability required by New

Mexico law to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident, with respect to **bodily injury**;
2. \$10,000 for each accident with respect to **property damage**.

Other words and phrases are defined. They are in bold type when used.

E. "**Bodily injury**" means bodily harm, sickness or disease, including death that results.

F. "**Business**" includes trade, profession or occupation.

G. "**Family member**" means a person related to you by blood, marriage, civil union, domestic partnership or adoption who is a resident of your household. This includes a ward or foster child who is a resident of your household.

H. "**Fungi**" means any type or form of fungus, including yeast, mold or mildew, blight or mushroom and any mycotoxins, spore, scents or other substances, products or byproducts produced, released by or arising out of **fungi**, including growth, proliferation or spread of **fungi** or the current or past presence of **fungi**. However, this definition does not include any **fungi** intended by the **Insured** for consumption.

I. "**Occupying**" means in; upon; or getting in, on, out or off.

J. "**Property damage**" means physical injury or destruction of tangible property including loss of use.

K. "**Punitive or exemplary damages**" include damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for **bodily injury** or **property damage**.

L. "**Trailer**" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup, van or motorhome.

It also means a recreational camping vehicle, a farm wagon or farm implement while towed by a vehicle listed in L.1. or L.2. above.

M. "Your covered auto" means:

1. Any vehicle shown in the Declarations.
2. a. Any newly acquired vehicle, whether operational or not, on the date you become the owner, subject to conditions for **Newly Acquired Replacement Vehicle** and **Newly Acquired Additional Vehicle** under M.2.b. below. Any newly acquired vehicle must be of the following types:

- (1) a private passenger auto;
- (2) a pickup or van that:
 - (a) has a Gross Vehicle Weight Rating of 12,000 lbs or less; and
 - (b) is not used for the delivery or transportation of goods and materials unless such use is:
 - i. incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - ii. for farming or ranching; or
- (3) a motorhome or trailer.

- b. A newly acquired vehicle is subject to the following conditions:

- (1) **Newly Acquired Replacement Vehicle.** If the vehicle you acquire replaces one shown in the Declarations, the replacement vehicle will have the same coverage as the vehicle it replaced, other than Part D — Coverage for Damage to Your Auto. This provision applies only if there is no other insurance policy that provides coverage for that replacement vehicle.

Part D — Coverage for Damage to Your Auto shall apply for the first thirty (30) days after you acquire the vehicle, including the date of acquisition, only to the extent Part D — Coverage for Damage to Your Auto applied to the vehicle being replaced. You must notify us within thirty (30) days after you acquire the replacement vehicle for Part D

— Coverage for Damage to Your Auto to continue.

- (2) **Newly Acquired Additional Vehicle.** For any newly acquired vehicle that is in addition to any shown in the Declarations coverage shall apply for the first thirty (30) days after you acquire the vehicle, including the date of acquisition. Coverage shall be the broadest coverage we provide for any vehicle shown in the Declarations. This coverage applies only if:

- (a) you acquire the additional vehicle during the policy period shown on the Declarations; and
- (b) there is no other insurance policy that provides coverage for the additional vehicle.

If you wish to add or continue coverage you must ask us to insure the additional vehicle within thirty (30) days after you acquire the additional vehicle. This thirty (30) days of coverage includes the day you acquire the vehicle.

- (3) Collision Coverage for a newly acquired vehicle begins on the date that you acquire the vehicle. However, if the Declarations does not indicate that Collision Coverage applies to at least one vehicle, you must ask us to insure the newly acquired vehicle within four (4) days after you acquire it. If a loss occurs during the four (4) days after you acquire the vehicle but before you asked us to insure the newly acquired vehicle, a \$500 collision deductible will apply.
- (4) Comprehensive Coverage for a newly acquired vehicle begins on the date that you acquire the vehicle. However, if the Declarations does not indicate that Comprehensive Coverage applies to at least one vehicle, you must ask us to insure the newly acquired vehicle within four (4) days after you acquire it. If a loss occurs during the four (4) days after you acquire the vehicle but before you asked us to insure the newly acquired

vehicle, a \$500 comprehensive deductible will apply.

3. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:

a. breakdown;

- b. repair;
c. servicing;
d. loss; or
e. destruction.

This provision (**M.3.**) does not apply to Coverage for Damage to Your Auto.

PART A — LIABILITY COVERAGE

INSURING AGREEMENT

A. We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.

B. “**Insured**” as used in this Part means:

1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
2. Any person using **your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under B.1. and B.2. above.
4. For any auto or **trailer**, other than **your covered auto**, any other person or organization but only with respect to legal responsibility for acts or omissions of you or any **family member** for whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or **trailer**.

INTEREST ON JUDGMENTS

We will pay interest on judgments subject to all of the following:

1. Any notice, demand, summons, judgment, or any process has been promptly forwarded to us as required by the policy conditions.
2. We accept the defense or agree to the judgment.

3. We will pay the interest on that part of the judgment that is covered and that does not exceed our applicable limit of liability.
4. We will pay interest that accrues after entry of judgment and before we pay, tender, or deposit in court.
5. If we appeal the judgment, we will pay interest on the entire judgment.
6. Post-judgment interest is in addition to the applicable limit of liability.
7. Where we are required to cover prejudgment interest, it shall be included in the limit of liability and is not an additional amount of insurance.

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an **insured**:

1. Up to \$1,000 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy. We are not obligated to apply for or furnish such bonds.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Up to \$250 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
4. Other reasonable expenses incurred at our request.
5. Pay all expenses incurred by an **insured** for first aid to others at the time of the accident, not to exceed \$10,000.

EXCLUSIONS

A. We do not provide Liability Coverage for:

1. Any **insured** who intentionally causes **bodily injury** or **property damage** even if such **bodily injury** or **property damage** is of a different kind or degree than expected or intended, or such **bodily injury** or **property damage** is sustained by a different person or persons than expected or intended.

2. **Property damage** to property owned or being transported by any **insured**.
3. **Property damage** to property:

- a. rented to;
 - b. used by; or
 - c. in the care of;
- any **insured**.

This exclusion (A.3.) does not apply to **property damage** to a:

- a. residence or private garage; or
- b. vehicle you do not own if:
 - (1) a licensed automobile dealer provides the vehicle without charge to you or a **family member**:
 - (a) for use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing;
 - (b) to demonstrate the vehicle; or
 - (c) as a promotional or courtesy vehicle; or
 - (2) a licensed automobile dealer provides the vehicle for a charge, or someone other than a licensed automobile dealer provides the vehicle with or without charge, to you or a **family member**:
 - (a) for use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing;
 - (b) to demonstrate the vehicle; or
 - (c) as a promotional or courtesy vehicle; and

The vehicle is provided under a written statement, signed by you or a **family member**, which contains the following language:

PRIMARY LIABILITY ASSIGNMENT

In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily

responsible for any loss or damage caused by or to the motor vehicle.

- 4. **Bodily Injury** to an employee of any **insured** during the course of employment. This exclusion (A.4.) does not apply to **bodily injury** to a domestic employee unless workers compensation benefits are required or available for that domestic employee.
- 5. Any **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This exclusion (A.5.) does not apply to a share-the-expense car pool.
- 6. Any **insured** using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
- 7. a. Any **insured** while employed or otherwise engaged in the **business** of:
 - (1) selling;
 - (2) repairing;
 - (3) servicing;
 - (4) storing; or
 - (5) parking;

vehicles designed for use mainly on public highways. This includes road testing and delivery.

 - b. This exclusion (A.7.) does not apply to the ownership, maintenance or use of **your covered auto** by:
 - (1) you;
 - (2) any **family member**; or
 - (3) any partner, agent or employee of you or any **family member**.
- 8. Any **insured** maintaining or using any vehicle while that **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) not described in Exclusions A.6. or A.7. This exclusion (A.8.) does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup, motorhome or van that:
 - (1) you own; or
 - (2) you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - (a) breakdown;

- (b) repair;
 - (c) servicing;
 - (d) loss; or
 - (e) destruction; or
 - c. **trailer** used with a vehicle described in **A.8.a.** or **A.8.b.** above.
 - 9. Any **insured** using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to a **family member** using **your covered auto**.
 - 10. a. **Bodily injury or property damage** for which any **insured**:
 - (1) is an **insured** under a nuclear energy liability policy; or
 - (2) would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.
 - b. A nuclear energy liability policy is a policy issued by any of the following or their successors:
 - (1) Nuclear Energy Liability Insurance Association;
 - (2) Mutual Atomic Energy Liability Underwriters; or
 - (3) Nuclear Insurance Association of Canada.
 - 11. **Punitive or exemplary damages** awarded against any **insured**.
 - 12. **Bodily injury or property damage** arising out of the use of **your covered auto** while leased or rented to others. However, this exclusion does not apply to the operation of **your covered auto** by you or a **family member**.
 - 13. **Bodily injury or property damage** arising out of a criminal act or omission of the **insured**. This exclusion applies regardless of whether that **insured** is actually charged with, or convicted of, a crime. However, this exclusion (13.) does not apply to traffic violations.
- B.** We do not provide Liability Coverage for the ownership, maintenance or use of:
- 1. a. Any vehicle which:
 - (1) has fewer than four wheels;
 - (2) is designed mainly for use off public roads; or
 - (3) is a vehicle not licensed for use on public roads.
 - b. This exclusion does not apply:
 - (1) while such vehicle is being used by an **insured** in a medical emergency; or
 - (2) to any **trailer**.
2. Any vehicle, other than **your covered auto**, which is:
- a. owned by you; or
 - b. furnished or available for your regular use.
3. a. Any vehicle, other than **your covered auto**, which is:
- (1) owned by any **family member** or other person who resides with you; or
 - (2) furnished or available for the regular use of any **family member** or other person who resides with you.
- b. However, this exclusion (B.3.) does not apply to you while you are maintaining or **occupying** any vehicle which is:
- (1) owned by a **family member** or other person who resides with you; or
 - (2) furnished or available for the regular use of a **family member** or other person who resides with you.
4. Any vehicle while it is:
- a. operating on a surface designed or used for racing, except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
- LIMIT OF LIABILITY**
- A.** If the Declarations indicates "per person"/"per accident" coverage applies:
- The limit of liability as shown in the Declarations for "each person" for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful

death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for "each person," the limit of liability shown in the Declarations for "each accident" for Bodily Injury Liability is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is our maximum limit of liability for all **property damage** resulting from any one accident.

This is the most we will pay regardless of the number of:

1. **Insureds;**
 2. Claims made;
 3. Vehicles or premiums shown in the Declarations; or
 4. Vehicles involved in the auto accident.
- B. If the Declarations indicate **Combined Single Limit** applies, Paragraph A. above is replaced by the following:

The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. **Insureds;**
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate **minimum limits** required by law for **bodily injury** and **property damage** liability. However, this provision will not change our total limit of liability.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B or Part C of this policy.
- D. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
 1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in the Declarations, your policy will provide the higher specified limit.

2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required **minimum limits** and types of coverage.

- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. The **insured** must reimburse us if we make a payment that we would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE

If there is other applicable liability insurance available any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible liability insurance.

However, we will provide primary insurance for a vehicle you do not own if:

1. A licensed automobile dealer provides the vehicle without charge to you or a **family member**:
 - a. for use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing;
 - b. to demonstrate the vehicle; or
 - c. as a promotional or courtesy vehicle; or
2. A licensed automobile dealer provides the vehicle for a charge, or someone other than a licensed automobile dealer provides the vehicle with or without charge, to you or a **family member**:
 - a. for use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing;
 - b. to demonstrate the vehicle; or
 - c. as a promotional or courtesy vehicle; and

The vehicle is provided under a written statement, signed by you or a **family member**, which contains the following language:

PRIMARY LIABILITY ASSIGNMENT

In consideration of the vehicle owner entrusting the motor vehicle elsewhere

described to me, I agree that my vehicle insurance or self-insurance

coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

PART B — MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay **usual and customary charges** incurred for reasonable and necessary medical and funeral expenses because of **bodily injury**:

1. Caused by accident; and
2. Sustained by an **insured**.

We will pay only those expenses incurred for services rendered within three (3) years from the date of the accident.

We have a right to review medical expenses and services to determine if they are reasonable and necessary for the **bodily injury** sustained.

- B. "Insured" as used in this Part means:

1. You or any **family member**:
 - a. while **occupying**; or
 - b. as a pedestrian or bicyclist when struck by;

a motor vehicle designed for use mainly on public roads or a **trailer** of any type.

2. Any other person while **occupying your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
3. Any other person while **occupying**, as a guest, an automobile not owned by you or a **family member**, while being operated by you or a **family member**.

- C. "Usual and customary charges" as used in this Part mean:

Any amount which we determine represents a customary charge for services in the geographic area in which the service is rendered. To determine whether a charge is customary, we may consider outside sources of information of our choice, including, but not limited to:

1. Licensed, certified or registered health care professionals;
2. Medical examinations;
3. Medical file reviews;
4. Medical bill review services; or
5. Computerized data bases.

The **insured** shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us,

we will be responsible for resolving such disputes.

EXCLUSIONS

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**:

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This exclusion (2.) does not apply to a share-the-expense car pool.
3. Sustained while occupying any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
4. Sustained while **occupying** any vehicle located for use as a residence or premises.
5. Occurring during the course of employment if workers compensation benefits are required or available for the **bodily injury**.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
7. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by any **family member** or other person who resides with you; or
 - b. furnished or available for the regular use of any **family member** or other person who resides with you.

However, this exclusion (7.) does not apply to you.

8. Sustained while **occupying** a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However this exclusion does not apply to a **family member** using **your covered auto**.
9. Sustained while **occupying** a vehicle when it is being used in the **business** of an

insured. This exclusion (9.) does not apply to **bodily injury** sustained while **occupying** a:

- a. private passenger auto;
- b. pickup, van or motorhome that you own; or
- c. **trailer** used with a vehicle described in a. or b. above.

10. Caused by or as a consequence of:

- a. discharge of a nuclear weapon (even if accidental);
- b. war (declared or undeclared);
- c. civil war;
- d. insurrection; or
- e. rebellion or revolution.

11. From or as a consequence of the following, whether controlled or uncontrolled or however caused:

- a. nuclear reaction;
- b. radiation; or
- c. radioactive contamination.

12. Sustained while **occupying** any vehicle while it is:

- a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. participating in a high performance driving or racing instruction course or school; or

- c. preparing for, practicing for, used in, or competing in any prearranged or organized:

(1) race activity; or

(2) speed, performance, stunt, or demolition contest or exhibition.

13. Caused by the actual, alleged or threatened presence, growth, proliferation or spread of **fungi** or bacteria.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is our maximum limit of liability for each person injured in any one accident. This is the most we will pay regardless of the number of:

- 1. **Insureds**;
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part C of this policy.

OTHER INSURANCE

If there is other applicable auto medical payments insurance available any insurance we provide shall be excess over any other applicable auto medical payments insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible auto medical payments insurance.

PART C — UNINSURED/UNDERINSURED MOTORISTS COVERAGE

UNINSURED/UNDERINSURED MOTORISTS COVERAGE — NON-STACKED

INSURING AGREEMENT

A. We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an:

1. **Uninsured motor vehicle** or **underinsured motor vehicle** because of **bodily injury**:

- a. sustained by that **insured**; and
- b. caused by an accident.

2. **Uninsured motor vehicle** because of **property damage** caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership,

maintenance or use of the **uninsured motor vehicle** or **underinsured motor vehicle**.

We will pay damages under this coverage caused by an accident with an **underinsured motor vehicle** only if 1. or 2. below applies:

- 1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
- 2. A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle** and we:

- a. have been given prompt written notice of such tentative settlement; and
- b. advance payment to the **insured** in an amount equal to the tentative

settlement within 30 days after receipt of notification.

Any judgment for damages arising out of suit brought without our written consent is not binding on us.

B. "Insured" as used in this Part means:

1. You or any **family member**.
2. Any other person **occupying your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
3. Any person entitled to recover damages because of **bodily injury** to which this coverage applies sustained by a person described in **B.1.** or **B.2.** above.

C. "Property damage" as used in the Part means injury to or destruction of the property of an insured.

D. "Underinsured motor vehicle" means a land motor vehicle or trailer of any type for which the sum of the limits of liability under all bodily injury liability bonds or policies applicable at the time of the accident is less than the sum of the limits of liability applicable to the insured for Uninsured/Underinsured Motorists Coverage under this policy and any other policy.

However, "**underinsured motor vehicle**" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you or any **family member**. However, this exception (1.) Does not apply for damages sustained by you or any **family member** if the sum of the limits of liability under all bodily injury liability bonds or policies applicable at the time of the accident is less than the sum of the limits of liability for Uninsured/Underinsured Motorists Coverage under this policy and any other policy.
2. To which a bodily injury liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent.
3. Owned or operated by a self-insurer under any applicable motor vehicle law.

E. "Uninsured motor vehicle" means a land motor vehicle or trailer of any type:

1. To which no liability bond or policy applies at the time of the accident.
2. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or which causes an accident

resulting in **bodily injury** or **property damage** without hitting:

- a. you or any **family member**;
- b. a vehicle which you or any **family member** are **occupying**; or
- c. **your covered auto**.

3. To which a liability bond or policy applies at the time of the accident, but the bonding or insuring company:

- a. denies coverage; or
- b. is or becomes insolvent.

However, "**uninsured motor vehicle**" does not include any vehicle or equipment:

1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
2. Owned by or furnished or available for the regular use of you or any **family member**. However, this exception (2.) does not apply for damages sustained by you or any **family member** if liability coverage is excluded for such damages under this policy or any other policy.

In addition, neither "**uninsured motor vehicle**" nor "**underinsured motor vehicle**" includes any vehicle or equipment:

1. Operated on rails or crawler treads.
2. Designed mainly for use off public roads while not on public roads.
3. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide Uninsured/Underinsured Motorists Coverage for **bodily injury or **property damage** sustained by any insured:**

1. If that **insured** or the legal representative settles the **bodily injury** or **property damage** claim without our consent.
2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This exclusion (**A.2.**) does not apply to a share-the-expense car pool.
3. While using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
4. While using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this

exclusion does not apply to you or any **family member** using **your covered auto**.

5. While **occupying** or operating an owned motorcycle or moped.
6. For the first \$250 of the amount of **property damage** to the property of each **insured** as the result of any one accident.
7. While using any vehicle while it is:
 - a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
- B. This coverage shall not apply directly or indirectly to benefit:
 1. Any insurer or self-insurer under any of the following or similar law:
 - a. Workers compensation law; or
 - b. Disability benefits law.
 2. Any insurer of property.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for "each person" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

The limit of Property Damage Liability shown in the Declarations for each accident for Uninsured Motorists Coverage is our maximum limit of liability for all **property damage** resulting from any one accident.

This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;

3. Vehicles or premiums shown in the Declarations; or

4. Vehicles involved in the accident.

- B. With respect to damages caused by an accident with an **underinsured motor vehicle**, the limit of liability shall be reduced by all sums paid because of **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy.
- C. No payment will be made for loss paid or payable to the **insured** under Part D of the policy.
- D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.
- E. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- F. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

OTHER INSURANCE

- A. If there is other applicable insurance similar to the insurance provided under this Part, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to vehicle:
 1. You do not own; or
 2. Owned by you or any **family member** which is not insured under this policy;

shall be excess over any other collectible insurance.

- B. With respect to **property damage**, this insurance shall apply only after the limits of any other collectible insurance applicable to the damaged property have been exhausted.

ARBITRATION

- A. If we and an **insured** do not agree:
 1. Whether that **insured** is legally entitled to recover damages; or
 2. As to the amount of damages which are recoverable by that **insured**;

from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will:
1. Pay the expenses it incurs; and
 2. Bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

ADDITIONAL DUTIES

A person seeking Uninsured/Underinsured Motorists Coverage must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow us 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **underinsured motor vehicle**.

NAMED DRIVER EXCLUSION

If a Named Driver Exclusion applies to this policy, no Uninsured/Underinsured Motorists Coverage applies to you or any **family members** when an excluded driver is operating the vehicle involved in the accident.

PART D — COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

- A. We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including its equipment, any child safety seat in use in **your covered auto** or **non-owned auto**, minus any applicable deductible shown in the Declarations. We will pay for loss to **your covered auto** caused by:

1. Other than **collision** only if the Declarations indicate that Comprehensive Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any vehicle shown in the Declarations.

Deductible

Unless stated otherwise, the applicable deductible shown in the Declarations shall be applied to each accidental loss covered under this Part of the policy. However,

- a. if loss to more than one of **your covered autos** or a **non-owned auto** results from the same loss, only the highest applicable deductible will apply;
- b. in the event of a **collision** with another vehicle insured by a Safeco insurance company, other than a vehicle described as **your covered auto** or **non-owned auto**, no deductible will apply.

- c. if loss to **your covered auto** or a **non-owned auto** results from the same event as a covered loss under your Homeowners, Condominium or Rental policy issued by a Safeco company, no deductible will apply to **your covered auto** or a **non-owned auto**.

- B. “**Collision**” means the upset of **your covered auto** or a **non-owned auto** or its impact with another vehicle or object.

“**Comprehensive**” means loss, other than **collision**, to **your covered auto** or a **non-owned auto**. Losses caused by the following are not **collision** losses but are **comprehensive** losses:

Loss caused by missiles or falling objects; fire; theft or larceny; explosion or earthquake; windstorm; hail, water or flood; malicious mischief or vandalism; riot or civil commotion; contact with a bird or animal; or breakage of glass.

If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

- C. 1. “**Non-owned auto**” means:

- a. Any private passenger auto, pickup (other than cargo van), or **trailer** with a Gross Vehicle Weight Rating of 12,000 pounds or less or any cargo van or moving van with a Gross Vehicle Weight Rating of 18,000 pounds or less, not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being

operated by you or any **family member**; or

- b. Any auto or **trailer** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:

- (1) breakdown;
- (2) repair;
- (3) servicing;
- (4) loss; or
- (5) destruction.

2. "**Non-owned auto**" does not include any vehicle which has been operated or rented by or in the possession of an **insured** for 30 or more consecutive days. This does not apply to a temporary substitute vehicle authorized by us.

In addition, "**non-owned auto**" does not include any vehicle you do not own if:

1. A licensed automobile dealer provides the vehicle without charge to you or a **family member**:
 - a. for use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing;
 - b. to demonstrate the vehicle; or
 - c. as a promotional or courtesy vehicle; or
2. A licensed automobile dealer provides the vehicle for a charge, or someone other than a licensed automobile dealer provides the vehicle with or without charge, to you or a **family member**:
 - a. for use as a temporary substitute while **your covered auto** is out of normal use because of its breakdown, repair or servicing;
 - b. to demonstrate the vehicle; or
 - c. as a promotional or courtesy vehicle; and

The vehicle is provided under a written statement, signed by you or a **family member**, which contains the following language:

PRIMARY LIABILITY ASSIGNMENT

In consideration of the vehicle owner entrusting the motor vehicle elsewhere described to me, I agree that my vehicle insurance or self-insurance coverage shall be primarily responsible for any loss or damage caused by or to the motor vehicle.

- D. "**Camper body**" means a body equipped as sleeping or living quarters which is designed to be mounted on a pickup.

- E. "**Diminution in value**" means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

TRANSPORTATION EXPENSES

- A. Subject to the limitations described in paragraphs B. and C, below, we will pay:

1. Temporary transportation expenses incurred by you in the event of the total theft of **your covered auto** or a **non-owned auto**. We will pay for such expenses only if the Declarations indicate that Comprehensive Coverage is provided for that auto. We will pay only expenses incurred during the period:
 - a. beginning 48 hours after the theft; and
 - b. ending when **your covered auto** or the **non-owned auto** is returned to use or we pay for its loss.
2. Indirect loss expenses for which you become legally responsible in the event of a loss to a **non-owned auto**. We will pay only expenses beginning when the **non-owned auto** is withdrawn from use for more than 24 hours. We will pay for indirect loss expenses if the loss is caused by:
 - a. a **comprehensive** loss only if the Declarations indicate that Comprehensive Coverage is provided for any **your covered auto**.
 - b. **collision** only if the Declarations indicate that Collision Coverage is provided for any **your covered auto**.

- B. For the expenses described in paragraphs A.1. and A.2. we will pay the greater of the following, without application of a deductible:

1. Up to \$25 per day, to a maximum of \$750; or
2. The limit for Loss of Use, if any, shown in the Declarations.

- C. Our payment for the expenses described in paragraphs A.1. and A.2. will be limited to that period of time reasonably required to repair or replace the **your covered auto** or the **non-owned auto**.

EXCLUSIONS

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance. This exclusion (1.) does not apply to a share-the-expense car pool.

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2. Loss to **your covered auto** or any **non-owned auto** while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.

3. Damage or loss due and confined to:

- a. wear and tear;
- b. freezing;
- c. mechanical or electrical breakdown or failure; or
- d. road damage to tires.

This exclusion (3.) does not apply if the damage results from the total theft of **your covered auto** or any **non-owned auto**.

4. Damage or loss arising out of neglect. Neglect means your failure to adequately maintain **your covered auto** or **non-owned auto** after the loss.

With respect to water under Comprehensive Coverage, there is no coverage for:

- a. moisture, condensation, humidity, or vapor;
- b. water intrusion around or through panels, surfaces and seals; or
- c. water that collects in spaces or ventilation systems; or
- d. **fungi**, dry rot or bacteria; resulting from neglect.

5. Loss due to or as a consequence of:

- a. discharge of any nuclear weapon (even if accidental);
- b. war (declared or undeclared);
- c. civil war;
- d. insurrection; or
- e. rebellion or revolution.

6. Loss from or as a consequence of the following, whether controlled or uncontrolled or however caused:

- a. nuclear reaction;
- b. radiation; or
- c. radioactive contamination.

7. Loss to:

- a. any electronic equipment designed for the production or reproduction of sound, pictures, audio, visual or data or that receives or transmits sound, pictures or data signals.

- b. This exclusion (7.) does not apply to:

- (1) equipment designed for the reproduction of sound or transmission of sound, pictures, audio, visual or data signals and accessories used with such equipment, provided:

- (a) the electronic equipment is permanently installed by the original vehicle manufacturer or manufacturer's dealership in **your covered auto** or any **non-owned auto**; or

- (b) the electronic equipment is:

- i. removable from a housing unit which is permanently installed by the original vehicle manufacturer or manufacturer's dealership in the auto;
- ii. designed to be solely operated by use of the power from the auto's electrical system; and
- iii. in or upon **your covered auto** or any **non-owned auto**; at the time of loss.

- (c) any equipment installed through our Teensurance™ program.

However, we will pay only up to a total of \$1,000 or the actual cash value of **your covered auto** or any **non-owned auto**, whichever is less, for all such equipment that is not installed by the original vehicle manufacturer or manufacturer's dealership.

- (2) any other electronic equipment that is:

- (a) necessary for the normal operation of the auto or the monitoring of the auto's operating systems;
- (b) an integral part of the same unit housing any electronic equipment described in 7.a. and permanently installed by the original vehicle manufacturer or manufacturer's dealership in **your covered auto** or any **non-owned auto**.

8. Loss to:

- a. tapes, records, discs, or other media used with such equipment described in exclusion (7.); or
- b. any other accessories, not permanently installed used with such equipment described in exclusion (7.).

9. Loss to **your covered auto** or any **non-owned auto** due to destruction or confiscation by governmental or civil authorities because you or any **family member**:

- a. engaged in illegal activities; or
- b. failed to comply with Environmental Protection Agency or Department of Transportation standards.

This exclusion (9.) does not apply to the interests of Loss Payees in **your covered auto**.

10. Loss to a **camper body**, motorhome or **trailer** you own which is not shown in the Declarations. This exclusion (10.) does not apply to a **camper body**, motorhome or **trailer** you:

- a. acquire during the policy period; and
- b. ask us to insure within 30 days after you become the owner.

11. Loss to any **non-owned auto** when used by you or any **family member** without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted.

12. Loss to equipment, whether operational or not, whose design may be used for the detection or location of law enforcement equipment.

13. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business** of:

- a. selling;
- b. repairing;
- c. servicing;
- d. storing; or
- e. parking;

vehicles designed for use on public highways. This includes road testing and delivery.

14. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in any **business** not described in exclusion 2. and 13. This exclusion (14.) does not apply to

the maintenance or use by you or any **family member** of a **non-owned auto** which is a private passenger auto or **trailer**.

15. Loss to **your covered auto** or any **non-owned auto** while it is:

- a. operating on a surface designed or used for racing. This does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. participating in a high performance driving or racing instruction course or school; or
- c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

16. Loss to, or loss of use of, a **non-owned auto** rented by:

- a. you; or
- b. any **family member**;

if a rental vehicle company is precluded from recovering such loss or loss of use, from you or that **family member**, pursuant to the provisions of any applicable rental agreement or state law.

17. Loss to **your covered auto** or any **non-owned auto**, arising out of the actual, alleged or threatened presence, growth, proliferation or spread of **fungi**, dry rot or bacteria.18. Loss to **your covered auto**, **non-owned auto**, or **trailer**, for **diminution in value**.19. Loss in excess of \$1,000 per claim or the actual cash value of **your covered auto** or any **non-owned auto**, whichever is less, for any furnishings or equipment that were not installed by the original vehicle manufacturer or manufacturer's dealership which mechanically or structurally changes your vehicle and results in increase in performance or change in appearance, including but not limited to:

- a. custom murals, paintings or other decals or graphics;
- b. custom wheels, tachometers, pressure and temperature gauges;
- c. modified or custom engines and fuel systems, light bars, racing slicks and/or oversized tires, roll bars and lift kits, winches, utility boxes, and tool boxes; or

d. non-standard paint.

This exclusion does not apply to equipment installed to make a vehicle handicap accessible.

20. Loss arising out of the use of **your covered auto** while leased or rented to others.
21. Loss to **your covered auto** or a **non-owned auto** caused by an intentional act by you or a **family member**, or at the direction of you or a **family member**.

LIMIT OF LIABILITY

- A. At our option, our limit of liability for loss will be the lowest of:
 1. The actual cash value of the stolen or damaged property;
 2. a. The amount necessary to repair or replace the property;
 - b. Determination of the cost of repair or replacement will be based upon one of the following:
 - (1) the cost of repair or replacement agreed upon by you and us;
 - (2) a competitive bid approved by us; or
 - (3) an estimate written based upon the prevailing competitive price. You agree with us that we may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or
 3. The limit of liability shown in the Declarations.

However, the most we will pay for loss to any **non-owned auto**, which is a **trailer**, is \$1,500.
- B. An adjustment for depreciation and physical condition may be made based upon the physical condition and wear and tear of the property or damaged part of the property at the time of the loss. This adjustment for physical condition includes but is not limited to, broken, cracked or missing parts, rust, dents, scrapes, gouges and paint condition. When replacing parts

normally subject to repair or replacement during the useful life of the vehicle, we will not pay for the amount of any betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the **non-owned auto**;
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.



LIMITED MEXICO COVERAGE

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO, NOT THE LAWS OF THE UNITED STATES. UNDER MEXICAN LAW, AUTO ACCIDENTS ARE CONSIDERED A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

THE COVERAGE WE PROVIDE UNDER THIS COVERAGE DOES NOT MEET MEXICAN AUTO INSURANCE REQUIREMENTS.

YOU ARE REQUIRED TO PURCHASE LIABILITY INSURANCE THROUGH A LICENSED MEXICAN INSURANCE COMPANY FOR THIS COVERAGE TO APPLY.

INSURING AGREEMENT

A. All Liability, Medical Payments, Uninsured/Underinsured Motorists Coverage and Coverage For Damage to Your Auto afforded to an **insured**, as defined under the policy coverages, is extended to accidents occurring in Mexico within 100 miles of the United States border. This extension of coverage only applies while an **insured** seeking Limited Mexico Coverage is in Mexico on a trip of 10 days or less.

Our duty to defend under the Liability Coverage of this policy will apply only if:

1. The original suit for damages is brought in the United States; and
2. The suit does not involve a Mexican citizen or resident.

B. "Your covered auto" as used under this coverage means:

1. Any vehicle shown in the Declarations.
2. Any of the following types of vehicles on the date you become the owner:
 - a. a private passenger auto;
 - b. a pickup or van that:
 - (1) has a gross vehicle weight of less than 10,000 lbs.; and
 - (2) is not used for the delivery or transportation of goods and materials unless such use is:
 - (a) incidental to your business of installing, maintaining or

repairing furnishings or equipment; or

(b) for farming or ranching.

c. a motor home or trailer.

This provision applies only if:

- a. you acquire the vehicle during the policy period;
- b. you ask us to insure the vehicle within 30 days after you become the owner; and
- c. the vehicle is principally garaged and used in the United States.

3. Any trailer you own.

EXCLUSIONS

The following exclusions are in addition to any exclusions found under the other Parts of the policy.

A. We do not provide coverage to any insured:

1. If liability insurance from a licensed Mexican Insurance Company is not in force at the time of loss;
2. While **occupying** an auto other than **your covered auto**; and
3. Who is a citizen or resident of Mexico. This exclusion (A.3.) does not apply to loss payable under Coverage for Damage to Your Auto if the accident arises out of the operation of **your covered auto** by a Mexican citizen or resident.

B. We will not pay under Coverage for Damage to Your Auto for auto repairs made in Mexico unless **your covered auto cannot be driven in its damaged condition.**

OTHER INSURANCE

The insurance provided under this coverage is excess over any other collectible insurance.

LOSSES PAYABLE UNDER COVERAGE FOR DAMAGE TO YOUR AUTO

We will pay losses under Coverage for Damage to Your Auto in the United States, not in Mexico. If **your covered auto** must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such loss at the nearest United States point where the repairs can be made.

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PART E — DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. A person seeking any coverage must:
 - 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 - 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 - 3. Submit, as often as we reasonably require:
 - a. to physical examinations by physicians we select. We will pay for these exams.
 - b. to examination under oath and subscribe the same. We may examine any **insured** separately and apart from the presence of any other **insured**.
 - 4. Authorize us to obtain:
 - a. medical reports; and
 - b. other pertinent records.
- 5. Submit a proof of loss, under oath if requested, when required by us.
- C. A person seeking Uninsured/Underinsured Motorists Coverage must also:
 - 1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.
 - 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage for Damage to Your Auto must also:
 - 1. Take reasonable steps after loss to protect **your covered auto** or any **non-owned auto** and its equipment from further loss. We will pay reasonable expenses incurred to do this.
 - 2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen.
 - 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F — GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
 - 1. During the policy period as shown in the Declarations; and
 - 2. Within the policy territory.
- B. The policy period is the period stated in the Declarations. The policy may be renewed for successive policy periods if the required premium is paid and accepted by us on or before the expiration of the current policy period. The premium will be computed at our then current rate for coverage then offered.
- C. The policy territory is:
 - 1. The United States of America, its territories or possessions;
 - 2. Puerto Rico; or
 - 3. Canada.

This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy, your Declarations page and endorsements issued by us to this policy contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. The premium for this policy is based on information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct and complete and you will notify us if it changes. If this information is incorrect, incomplete, or changes, we will adjust your premium during the policy term or take other appropriate action based upon the corrected, completed or changed information. Changes during the policy term that will result in a premium increase or decrease during the policy term include, but are not limited to, changes in:
 - 1. The number, type or use classification of insured vehicles.

2. Operators using insured vehicles including newly licensed **family member** drivers and any household members that have licenses.
3. The location where your vehicle is principally garaged.
4. Customized equipment or parts.

You also agree to disclose all licensed drivers residing in your household.

- C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:
 1. A subsequent edition of your policy; or
 2. An Amendatory Endorsement.
- D. Additional or return premium of \$3.00 or less resulting from policy changes will be waived.

PAYMENT OF PREMIUM

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution. If the check, draft or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

FRAUD

This policy was issued in reliance upon the information provided on your application. We may void this policy if you or an **insured** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made or any time during the policy period.

We may void this policy or deny coverage for an accident or loss if you or an **insured** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

We may void this policy or deny coverage for fraud or material misrepresentation even after the occurrence of an accident or loss. This means we will not be liable for any claims or damages which would otherwise be covered. If we make a payment, we may request that you reimburse us. If so requested, you must reimburse us for any payments we may have already made.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
 1. We agree in writing that the **insured** has a legal obligation to pay damages; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the legal liability of an **insured**.

OUR RIGHT TO RECOVER PAYMENT

- A. If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another person, entity or organization we shall be subrogated to that right. That person shall:
 1. Do whatever is necessary to enable us to exercise our rights; and
 2. Do nothing after loss to prejudice them.

However, our rights in this paragraph (A.) do not apply under Part D, against any person using **your covered auto** with your express or implied permission or other person having lawful possession and is not using a vehicle beyond the scope of the permission granted.
- B. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
 1. Hold in trust for us the proceeds of the recovery; and
 2. Reimburse us to the extent of our payment.
- C.
 1. Our rights do not apply under paragraph A. with respect to Underinsured Motorists Coverage if:
 - a. We have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and
 - b. We fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
 2. If we advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:
 - a. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorists Coverage; and

- b. We also have a right to recover the advanced payment.

TERMINATION

A. Cancellation. This policy may be canceled during the policy period as follows:

1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or
 - b. giving us advance written or verbal notice of the date cancellation is to take effect. We may waive the requirement the notice be in writing by confirming the date and time of cancellation to you in writing.
2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. at least 10 days notice:
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal policy; or
 - b. at least 30 days notice if cancellation is for substantial change in the risk assumed by us since the policy was issued; or
 - c. at least 15 days notice in all other cases.
3. After this policy is in effect for 60 days, or if this is a renewal policy, we will cancel only:
 - a. for nonpayment of premium; or
 - b. for fraud or material misrepresentation concerning the policy or **insureds**; or
 - c. if your driver's license or that of:
 - (1) any driver who lives with you; or
 - (2) any driver who customarily uses **your covered auto**;
 has been suspended or revoked during the policy period.
 - d. if there has been substantial change in the risk assumed by us since the policy was issued; or
 - e. if the named insured presented a claim based on fraud or material misrepresentation.

B. Nonrenewal. If we decide not to renew this policy, we will mail notice to the named insured

shown in the Declarations at the address shown in this policy. Notice will be mailed at least 30 days before the end of the policy period.

C. Automatic Termination. If we offer to renew and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that you have not accepted our offer.

Coverage for **your covered auto** shall automatically terminate on the effective date of any other motor vehicle insurance policy covering that vehicle.

D. Other Termination Provisions.

1. If the law in effect in your state at the time this policy is issued or renewed:
 - a. requires a longer notice period;
 - b. requires a special form of or procedure for giving notice; or
 - c. modifies any of the stated termination reasons;
 we will comply with those requirements.
2. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
3. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed according to our manuals. However, making or offering to make the refund is not a condition of cancellation.
4. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A.** Your rights and duties under this policy may not be assigned without our written consent. However, if a named insured shown in the Declarations dies, coverage will be provided for:
1. The surviving spouse, civil partner or **domestic partner** if resident in the same household at the time of death. Coverage applies to the spouse, civil partner or **domestic partner** as if a named insured shown in the Declarations; and
 2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.
- B.** Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTOS INSURED; TWO OR MORE AUTO POLICIES

If this policy insures two or more autos or if any other auto insurance policy issued to you by us applies to the same accident, the maximum limit of our liability shall not exceed the highest limit applicable to any one auto. In no event shall the limit of liability of two or more motor vehicles or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available to you or any insured.

1. This provision does not apply to Uninsured/Underinsured Motorists Coverage.
2. No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured/Underinsured Motorists Coverage.

LOSS PAYABLE CLAUSE

As to the interest of the loss payee, this policy will remain in effect from the inception date and until ten days after proof of mailing that the cancellation notice has been mailed to the loss payee. When we pay the loss payee we shall, to the extent of payment, have the loss payee's rights of recovery.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of any **insured**, or where the loss is otherwise not covered under the terms of the policy, the loss payee or lienholder's interest will not be protected.

STORAGE COSTS

If you give us your consent, we may move the damaged property, at our expense, to reduce storage costs during the claims process. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved the damaged property.

NAMED DRIVER EXCLUSION

If there is an excluded driver under this policy, then we will not provide coverage for any claim arising from an accident or loss involving a motor vehicle being operated by that excluded person. This includes any claim for damages made against you or any **family member** or any other person or organization that is vicariously liable for an accident arising out of the operation of a motor vehicle by the excluded driver.

If a Named Driver Exclusion applies to this policy, no Uninsured Motorists Coverage applies to you or any **family members** when an excluded driver is operating the vehicle involved in the accident.

ADDITIONAL COVERAGES

AGREEMENT: WE WILL PROVIDE THE INSURANCE DESCRIBED IN EACH OF THE FOLLOWING ADDITIONAL COVERAGES ONLY IF INDICATED IN THE DECLARATIONS.

UNINSURED/UNDERINSURED MOTORISTS — STACKED COVERAGE

If the Declarations indicates that Uninsured/Underinsured Motorists — Stacked Coverage applies, then the Limit of Liability under Part C—Uninsured/Underinsured Motorists Coverage is replaced by the following:

LIMIT OF LIABILITY

A. If bodily injury or property damage is sustained in an accident by you or any family member:

1. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any such accident is the sum of the limits of liability shown in the Declarations for each person for Bodily Injury Uninsured/Underinsured Motorists Coverage;
2. Subject to the maximum limit for each person described in 1. above, our maximum limit of liability for all damages arising out

of **bodily injury** resulting from any one accident is the sum of the limits of liability shown in the Declarations for each accident for Bodily Injury Uninsured/Underinsured Motorists Coverage.

3. Our maximum limit of liability for all **property damage** resulting from any such accident is the sum of the limits of liability shown in the Declarations for each accident for Property Damage Uninsured Motorists Coverage.
4. Subject to the maximum limits of liability set forth in 1., 2. or 3. above:
 - a. The most we will pay for **bodily injury or property damage** sustained in such accident by an **insured** other than you or any **family member** is that **insured's** pro rata share of the each person or each accident limit of liability shown in the Declarations applicable to the vehicle that **insured** was **occupying** at the time of the accident; and

- b. You or any **family member** who sustains **bodily injury** or **property damage** in such accident will also be entitled to a pro rata share of the each person or each accident limit described in Paragraph 4.a above.

A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all **insureds**.

The maximum limit of liability is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

- B. If **bodily injury** or **property damage** is sustained by an **insured** other than you or any **family member** in an accident in which neither you nor any **family member** sustained **bodily injury** or **property damage**.

1. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in such accident will be the each person limit of liability shown in the Declarations for Bodily Injury Uninsured/Underinsured Motorists Coverage applicable to the **your covered auto** that **insured** was **occupying** at the time of that accident.
2. Subject to this limit for each person, our maximum limit of liability for all damages arising out of **bodily injury** sustained in such accident is the each accident limit of liability shown in the Declarations for Bodily Injury Uninsured/Underinsured Motorists Coverage applicable to the **your covered auto** that **insured** was **occupying** at the time of the accident.
3. Our maximum limit of liability for all **property damage** resulting from such accident is the each accident limit of liability shown in the Declarations for Property Damage Uninsured Motorists Coverage applicable to the **your covered auto** that **insured** was **occupying** at the time of the accident.

The maximum limit of liability is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.

- C. With respect to damages caused by an accident with an **underinsured motor vehicle**, the limit of liability shall be reduced by all sums paid because of **bodily injury** by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy.
- D. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.
- E. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- F. No payment will be made for loss paid or payable to the insured under Part D of the policy.
- G. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

ROADSIDE ASSISTANCE COVERAGE CALL 1-877-ROAD 101 (1-877-762-3101)

"**Your covered auto**" as used in this endorsement means a private passenger vehicle, motor home or trailer owned by you and for which a specific premium is shown on the Declarations for this coverage.

The following coverages apply to each vehicle for which this coverage is shown on the Policy Declarations:

1. Each time **your covered auto** or any **non-owned auto** is disabled due to mechanical or electrical breakdown we will pay reasonable and necessary expenses for the use of an **authorized service provider** to tow or flatbed **your covered auto** or **non-owned auto** up to 10 miles or to the nearest qualified place where necessary repairs can be made during regular **business hours**.
2. Each time **your covered auto** or any **non-owned auto** is disabled requiring:
 - a. Towing to dislodge the vehicle from its place of disablement within 100 feet of a public street or highway; or
 - b. Labor, including change of tire, at the place of its breakdown; or
 - c. Delivery of fuel, oil, water or other fluids (we do not pay the costs of these items); or
 - d. Key lock-out services;



we will cover up to one (1) hour of labor for the use of an **authorized service provider** for service at the place of disablement.

3. For policies with a 6 month policy term, coverage is limited to no more than two occurrences per vehicle plus an additional two occurrences per policy in a 6 month policy period for both coverages 1. and 2., above.
4. For policies with an annual policy term, coverage is limited to no more than four occurrences per vehicle plus an additional four occurrences per policy in a 12 month policy period for both coverages 1. and 2. above.

Authorized service provider means a service provider contracted by us providing, at no charge to you, roadside assistance as described and limited above.

When service is provided by other than an **authorized service provider**, we will reimburse you only for reasonable charges as determined by us.

No deductible applies to this coverage.

LOSS OF USE COVERAGE

The provisions and exclusions that apply to Part D — Coverage for Damage to Your Auto also apply to this coverage except as changed below:

When there is a loss to any vehicle described in the Declarations for which a specific premium charge indicates that Loss of Use Coverage is afforded, we will reimburse you for expenses you incur to rent a substitute vehicle.

This coverage applies only if:

1. The vehicle is withdrawn from use for more than 24 hours;
2. The loss is caused by **collision**, or is covered by the Comprehensive Coverage of this policy; and
3. The loss exceeds the appropriate **collision** or **comprehensive** deductible applying to the vehicle.

However, this coverage does not apply to losses caused by **collision** if Collision Coverage does not apply to the vehicle.

Our payment will be limited to that period of time reasonably required to repair or replace the vehicle. We will pay up to the amount per day and the maximum shown for Loss of Use in the Declarations.

No deductible applies to this coverage.

FULL SAFETY GLASS COVERAGE

We will pay under Comprehensive Coverage for the cost of repairing or replacing damaged **safety equipment** on **your covered auto** without a deductible. We will pay only if:

1. The Declarations indicates that Comprehensive Coverage applies; and
2. A specific premium charge for Full Safety Glass Coverage is shown in the Declarations for **your covered auto**.

"Safety equipment", as used in this coverage means the:

1. Glass used in the windshield, doors and windows of **your covered auto**; and
2. Glass, plastic or other material used in the lights of **your covered auto**.

SAFECO OPTIMUM PACKAGE™

The additional coverages described below are applicable to **your covered auto** or **non-owned auto** when the Declarations page shows that this endorsement applies to your **covered auto**. The provisions of the policy apply unless modified below:

DIMINISHING DEDUCTIBLE

The **collision** deductible shown on the Declarations for **your covered autos** will be reduced to the amount shown for the diminishing deductible on the Declarations. Eligibility for the diminishing deductible will begin on the first renewal that occurs after this endorsement has been effective for six months for six month policies or twelve months for annual policies and will continue until after there is an at-fault accident surcharged under this policy.

UNINSURED MOTORISTS PROPERTY DAMAGE DEDUCTIBLE WAIVER

If you have purchased coverage for **property damage** under Uninsured Motorists Coverage as shown on the Declarations, no deductible will apply to losses paid under your Uninsured Motorists Property Damage coverage.

NON-OWNED TRAILER COVERAGE

Part D — Limit of Liability is revised as follows:

Limit of Liability

The most we will pay for loss to any **non-owned auto**, which is a trailer, is \$3,000.

EMERGENCY EXPENSES

- A.** We will reimburse you up to \$200 for necessary expenses actually incurred by you or a **family member** if **your covered auto** or any **non-owned auto** is disabled to the degree that it may not be driven safely. Coverage begins at the place of disablement and ends when you or any **family member** arrives at:
1. Your residence; or
 2. The nearest location **your covered auto** or **non-owned auto** can be repaired or replaced.
- B.** If you are more than 25 miles from your residence and **your covered auto** or any **non-owned auto** sustains a loss covered under the Collision or Comprehensive coverages of your policy and is inoperable or uninhabitable, we will pay up to \$1,000 in any one occurrence, for reasonable and necessary expenses for:
1. Alternative transportation for you to continue to your destination or residence.
 2. Meals and lodging necessary when the loss to **your covered auto** or any **non-owned auto** causes a delay in your travel. The expenses must be incurred between the time of the loss and your arrival at your destination or residence or by the end of the fifth day, whichever comes first.
 3. Meals, lodging and transportation expenses you incur when you or any other person you choose drives **your covered auto** or **non-owned auto** from the place of repair to your destination or residence.

No deductible applies to this coverage.

PERSONAL PROPERTY COVERAGES

- A.** We will pay up to \$1,000 in any one loss for damage or loss to personal property owned or used by you or any **family member**, while located in **your covered auto** or **non-owned auto**. This coverage does not apply to:
1. Any animals, birds or fish;



2. Motorized vehicles;
3. Property carried or held as samples or for sale or delivery after sale;
4. Property rented or held for rental to others.
5. Money or currency, pre-paid cards or passes, monetary value carried on an electronic chip or magnetic cards, securities, debit cards, checks, cashier's checks, travelers checks, money orders and other negotiable instruments.

The Exclusions under Part D — Coverage for Damage to Your Auto apply to this coverage.

For purposes of this coverage under Personal Property Coverage, only one applicable deductible will apply.

WAIVER OF ADJUSTMENT FOR DEPRECIATION AND BETTERMENT

Limit of Liability

The Limit of Liability under Part D of the policy for **your covered auto** is revised as follows:

Part B of the provision is deleted.

ELECTRONIC LOCK AND KEY REPLACEMENT DEDUCTIBLE WAIVER

If the electronic keys or electronic remote control pads to **your covered auto** are lost or stolen, we will pay for replacement of electronic keys, electronic remote control pads and the locks or codes without application of a deductible.

WORLD-WIDE COVERAGE FOR PHYSICAL DAMAGE AND INDIRECT LOSS OF USE OF RENTAL VEHICLES

We will provide Comprehensive and/or Collision Coverage subject to the provisions of Part D of the policy for any private passenger auto you or a **family member** rent for up to 90 days anywhere in the world. In addition we will pay up to \$25 per day subject to a maximum limit of \$750, or the limit for Loss of Use shown in the Declarations, whichever is greater, for indirect loss expense for which you become legally responsible to a rental car company in the event of a comprehensive or **collision** loss to the rental vehicle. Our payment for indirect loss expense will be limited to that period of time reasonably required to repair or replace the rental vehicle. If a rental car company disputes an amount paid by us, we will be responsible for resolving such disputes.

All other provisions of this policy apply.

This policy has been signed by our President and Secretary.



Gary Gregg
President



Dexter Legg
Vice President and Secretary

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NEW VEHICLE REPLACEMENT

For an additional premium, it is agreed that the policy is amended as follows:

PART D—COVERAGE FOR DAMAGE TO YOUR AUTO

Limit of Liability

The following provision is added:

In the event of a total loss to your **new vehicle** to which this coverage applies, as shown in the Declarations, we will pay at your option:

1. The verifiable **new vehicle** purchase price of your damaged vehicle, not including any insurance or warranties purchased;
2. The purchase price, as negotiated by us, of a **new vehicle** of the same or similar make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership;

3. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage is provided without deduction for depreciation.

Conditions

"**New vehicle**" means any vehicle that you are the original owner and the vehicle has not been previously titled.

Coverage under this endorsement shall be applicable for no more than 365 days from the date of purchase of the vehicle to which it applies, plus the remainder of the policy term in which the 365th day from purchase ends.

All other provisions of this policy apply.

SA-2692/EP 1/08



Disclosure to Safeco Policyholders Regarding Medical Payments

In most states, including those listed below, Safeco will pay or reimburse a Medical Provider's charge for medical treatment, medical service, medication or prosthesis covered by the Medical Payments or Personal Injury Protection coverage provided by your auto policy by paying (subject to applicable policy limits) the lowest of (a) the billed charge, (b) the 80th percentile charge indicated by the FAIRHealth medical-charge database for similar services in the same geographic area, (c) the amount authorized by a state mandated fee schedule or by another applicable law or regulation, or (d) the amount authorized by a written preferred-provider network or organization agreement to which the Medical Provider is a party. Safeco pays claims in this manner to comply with state regulations and policy language and to conserve insureds' limited PIP and MedPay benefits.

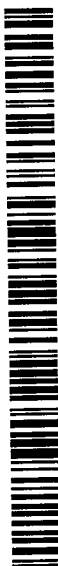
This disclosure applies to personal auto policies issued in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Wisconsin and Wyoming.

"Safeco" means Safeco Insurance Company of America, Safeco Insurance Company of Illinois, Safeco Insurance Company of Indiana, Safeco Insurance Company of Oregon, Safeco National Insurance Company, Safeco Surplus Lines Insurance Company, General Insurance Company of America, First National Insurance Company of America, American States Insurance Company, American States Preferred Insurance Company, and American Economy Insurance Company.

"Medical Provider" means any hospital, clinic, pharmacy, physician, physician's assistant, chiropractor, nurse, nurse practitioner, emergency medical technician, and/or any other person or entity who claims or claimed a right to payment for providing medical treatment, medical services, medication, or prosthesis for an injury covered by the Medical Payments or Personal Injury Protection coverage provided by your auto policy.

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IMPORTANT NOTICE ABOUT UNINSURED/UNDERINSURED MOTORISTS COVERAGE

We are required to provide you Uninsured/Underinsured Motorists (UM/UIM) Coverage at a minimum limit designated by New Mexico State law, currently \$25,000 per person and \$50,000 per accident for injuries and \$10,000 for property damage or \$60,000 if Combined Single Limit applies. You may choose to purchase higher amounts (up to the liability limits in your policy for Bodily Injury and Property Damage) or to reject the coverage altogether. Most coverages are shown on your policy with a separate limit and charge for each vehicle. The UM/UIM coverage is different. It is provided on a "per policy" basis rather than on a "per vehicle" basis.

UM/UIM Coverage pays medical bills for injuries you receive, death benefits, and loss of wages (all subject to the terms in your policy) when a hit-and-run driver, or a driver who has no insurance or too little insurance, is responsible for an accident in which you are involved.

In addition to choosing the limits best for you and your family, you have the right to reject intra-policy Stacked Uninsured/Underinsured Motorists Coverage and select Non-Stacked Uninsured/Underinsured Motorists Coverage. Intra-policy stacking refers to adding the limits available under Uninsured/Underinsured Motorists Coverage. Your Declarations page shows your current selection.

The amount of Uninsured/Underinsured Motorists Coverage you have selected is shown on your Declarations page. If no limit and premium charge is shown, you have rejected the coverage. You should consider the maximum limit you feel will provide the necessary coverage for you and your family. If you would like to purchase a different amount of coverage or if you have questions about what amount is appropriate, please contact your Safeco agent or broker. Your agent's or broker's phone number is shown on the enclosed Declarations page. By paying the renewal premium, you acknowledge that you have read and accepted the UM/UIM coverage as provided.

SA-2196/NMEP 11/06

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AMENDATORY ENDORSEMENT — NEW MEXICO

It is agreed that the policy is amended as follows:

PART C — UNINSURED/UNDERINSURED MOTORISTS COVERAGE**INSURING AGREEMENT**

A.2. is replaced by the following:

2. **Uninsured motor vehicle** or **underinsured motor vehicle** because of **property damage** caused by an accident.

The definition of “**underinsured motor vehicle**” is replaced by the following:

- D. “**Underinsured motor vehicle**” means a land motor vehicle or trailer of any type for which the sum of the limits of liability under all liability bonds or policies applicable at the time of the accident is less than the sum of the limits of liability applicable to the **insured** for Uninsured/Underinsured Motorists Coverage under this policy and any other policy.

However, “**underinsured motor vehicle**” does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of you, any **family member** or any other rated driver shown on the Declarations. However, this exception (1.) does not apply for damages sustained by you, any **family member** or any other rated driver shown on the Declarations if the sum of the limits of liability under all liability bonds or policies applicable at the time of the accident is less than the sum of the limits of liability for Uninsured/Underinsured Motorists Coverage under this policy and any other policy.
2. To which a liability bond or policy applies at the time of the accident but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent.
3. Owned or operated by a self-insurer under any applicable motor vehicle law.

The **Limit of Liability** is replaced by the following:

- A. The limit of liability shown in the Declarations for “each person” for Uninsured/Underinsured Motorists Coverage — Bodily Injury is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for “each person”, the limit of liability shown in the Declarations for “each accident” for Uninsured/Underinsured Motorists Coverage — Bodily Injury is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

If **property damage** is sustained in an accident by you or any **family member**, our maximum limit of liability for all **property damage** resulting from any such accident is the sum of the Limits of Liability shown in the Declarations for “each accident” for Uninsured/Underinsured Motorists Coverage — Property Damage.

The most we will pay for **property damage** sustained in an accident by an **insured** other than you or any **family member**, in an accident in which neither you nor any **family member** sustained **property damage**, our maximum limit of liability for all **property damage** resulting from any such accident is the Limit of Liability shown in the Declarations for “each accident” for Uninsured/Underinsured Motorists Coverage — Property Damage.

This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the accident.



- B. If the Declarations indicate Combined Single Limit Coverage applies, paragraph (A.) above is replaced by the following:

The limit of liability shown in the Declarations for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in the Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate **minimum limits** required by law for **bodily injury** and **property damage** liability. However, this provision will not change our total limit of liability.

- C. With respect to damages caused by an accident with an **underinsured motor vehicle**, the limit of liability shall be reduced by all sums paid by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy.
- D. No payment will be made for loss paid or payable to the **insured** under Part D of the policy.
- E. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.
- F. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- G. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

The **Other Insurance** provision is amended as follows:

A.1. is replaced by the following:

1. You do not own, including any vehicle while used as a temporary substitute for **your covered auto**; or

PART F — GENERAL PROVISIONS

TERMINATION

A.2. is replaced by the following:

2. We may cancel by mailing to the named insured shown in the Declarations at the address shown in this policy:
 - a. at least 10 days' notice:
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal policy. The effective date must fall within the 60-day period.
 - b. at least 30 days' notice in all other cases.

ADDITIONAL COVERAGES

UNINSURED/UNDERINSURED MOTORISTS — STACKED COVERAGE

The following lead-in provision is added:

Stacked coverage is only available to you and **family members**.

The **Limit of Liability** is revised as follows:

A. is replaced by the following:

(Not applicable to Named Non-Owner Policies)

A. If bodily injury or property damage is sustained in an accident by you or any family member:

1. Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of **bodily injury** sustained by any one person in any such accident is the limits of liability shown in the Declarations for "each person" for Uninsured/Underinsured Motorists Coverage — Bodily Injury multiplied by the number of vehicles listed in the Declarations;
2. Subject to the maximum limit for "each person" described in **A.1.** above, our maximum limit of liability for all damages arising out of **bodily injury** resulting from any one accident is the limits of liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage — Bodily Injury multiplied by the number of vehicles listed in the Declarations.
3. Our maximum limit of liability for all **property damage** resulting from any such accident is the sum of the limits of liability shown in the Declarations for "each accident" Uninsured/Underinsured Motorists Coverage — Property Damage.
4. Subject to the maximum limits of liability set forth in **A.1., 2. or 3.** above:
 - a. The most we will pay for **bodily injury or property damage** sustained in such accident by an **insured** other than you or any **family member** is that **insured's** pro rata share of the "each person" or "each accident" limit of liability shown in the Declarations applicable to **your covered auto** that **insured** was **occupying** at the time of the accident; and
 - b. In addition to any other available stacked limits, you or any **family member** shown on the Declarations who sustains **bodily injury or property damage** in such accident will also be entitled to a pro rata share of the "each person" or "each accident" limit described in Paragraph **A.4.a.** above.

A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all **insureds**.

The maximum limit of liability is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles shown in the Declarations; or
4. Vehicles involved in the accident.

Paragraph **B.** and **B.3.** are replaced by the following:

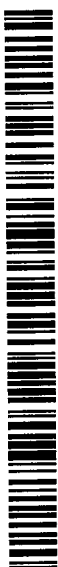
B. If bodily injury or property damage is sustained by an insured other than you or any family member in an accident in which neither you nor any family member sustained bodily injury or property damage.

3. Our maximum limit of liability for all **property damage** resulting from such accident is the "each accident" limit of liability shown in the Declarations for Uninsured/Underinsured Motorists Coverage — Property Damage applicable to **your covered auto** that **insured** was **occupying** at the time of the accident.

Item **C.** is added and the subsequent letters re-lettered **D. — H.**

C. If the Declarations indicate that Combined Single Limit Coverage applies, paragraphs A. and B. are replaced by the following:

1. If **bodily injury or property damage** is sustained in an accident by you or any **family member** our maximum limit of liability for all damages in any such accident is the limits of liability for Uninsured/Underinsured Motorists Coverage shown in the Declarations multiplied by the number of vehicles listed in the Declarations. Subject to this maximum limit of liability for all damages:
 - a. The most we will pay for **bodily injury or property damage** sustained in such accident by an **insured** other than you or any **family member** is that **insured's** pro rata share of the Uninsured/Underinsured Motorists Bodily Injury limit shown in the Declarations applicable to **your covered auto** that **insured** was **occupying** at the time of the accident.
 - b. You or any **family member** who sustains **bodily injury or property damage** in such accident will also be entitled to a pro rata share of the limit described in Paragraph **C.1.** above.



2. If **bodily injury** or **property damage** is sustained by any **insured** other than you or any **family member** in an accident in which neither you nor any **family member** sustain **bodily injury** or **property damage**, the limit of liability shown in the Declarations applicable for any one vehicle is our maximum limit of liability for all damages resulting from any such accident.

A person's pro rata share shall be the proportion that that person's damages bears to the total damages sustained by all **insureds**.

The maximum limit of liability is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles shown in the Declarations; or
4. Vehicles involved in the accident.

Previous paragraph C. is replaced by the following:

- D. With respect to damages caused by an accident with an **underinsured motor vehicle**, the limit of liability shall be reduced by all sums paid by or on behalf of persons or organizations who may be legally responsible. This includes all sums paid under Part A of the policy.